

## Attachment III – 2.0

## Relational Agreement Between

\_\_\_\_\_ [enter name of Governing Board]

And

The \_\_\_\_\_ [enter area or county designation] Consumer and Family Member Advisory Committee

This agreement, entered into by and between the \_\_\_\_\_ [enter name of Governing Board], which is responsible for assuring the availability of local mental health, developmental disability, and substance abuse services, with main administrative offices located at \_\_\_\_\_ [enter address], \_\_\_\_\_ [enter city], NC, \_\_\_\_\_ [enter zip code] and the local \_\_\_\_\_ [enter area or county designation] Consumer and Family Advisory Committee (CFAC), as established by the \_\_\_\_\_ [enter name of Governing Board] shall be effective the day following the last signature to the contract but no earlier than July 1, 2004 and terminates on June 30, 2005 with the option to extend, if mutually agreed upon, through a written amendment.

**PURPOSE:** to establish the relationship, roles and responsibilities of the CFAC to the Governing Board.

**DEFINITIONS:**

Consumer and Family Advisory Committee (CFAC) – a formalized group of consumers and family members appointed by the LME in accordance with the requirements of the State Plan.

Department of Health and Human Services (DHHS) – the lead State agency responsible for health and human services, including the delivery of mental health, developmental disabilities, and substance abuse services in the State of North Carolina.

Governing Board - the LME's Board of Directors if a public authority, or the Board of County Commissioners of the County for a county program, or the Board of County Commissioners of the lead county for an interlocal agreement.

Local Business Plan (LBP) – a plan for the delivery of mental health, developmental disabilities and substance abuse services for the geographic catchment area served by the LME. The LBP is prepared in accordance with the State Plan and instructions issued by the DHHS and is developed with input and feedback from all stakeholders, consumers, and families.

Local Management Entity (LME) – a County program or area authority that has prepared a Local Business Plan (LBP) and been certified as a LME by the DHHS.

**Responsibilities of the Parties****CFAC:**

- Advise and comment on the LBP to the LME, stakeholders and DHHS;
- Make recommendations on areas of service eligibility and service array, including identifying gaps in services to the LME and the Governing Board;
- Assist in the identification of under-served populations and inform the Governing Board and LME;

- Provide advice and consultation regarding development of additional services and new models of service to the LME;
- Assist in monitoring service development and delivery and issue a report of its findings to stakeholders, the DHHS, and the LME;
- Review and comment on the local service budgets to the Governing Board;
- Observe and report on the implementation of LBP to the DHHS and the Governing Board;
- Participate in quality improvement activities, including tracking and reporting on outcome measures and performance indicators;
- Recommend appointments to the CFAC to the Governing Board;
- Support and orient its members;
- Defer official LME statement positions to the Governing Board; and
- Submit to the DHHS and the Governing Board the following reports:
  - (1) An annual report on the LME's performance regarding LBP development and implementation, including specifics on:
    - (a) Documentation of all exceptions to the 30-mile/minute rule provisions, and
    - (b) A letter of endorsement of the community collaboration process and/or a report of issues and concerns.
  - (2) An indication that the core functions management plan is supported by the CFAC, or a report of issues/concerns along with an action plan jointly agreed upon by the LME and CFAC; and
  - (3) Documentation regarding the necessity for service provisions by the LME, if applicable

#### **GOVERNING BOARD and LME:**

- Identify the appropriate channels of communication in policy;
- Reply to recommendations of the CFAC;
- Recognize the contribution of consumers through their unique perspective and abilities;
- Establish a non-judgmental environment;
- Ensure timely advance notification of actions proposed;
- Provide support to the CFAC in the following areas:
  - (1) Information and education regarding the service system, including funding sources, the system for access and service availability and materials regarding system reform practice platforms and models of best practice;
  - (2) Assistance in the creation of by-laws/operational procedures to ensure consumer/family participation and self-directed committee;
  - (3) Financial assistance for the following:
    - (a) Stipends, as appropriate, to ensure participation;

- (b) Transportation or compensation for travel expenses;
- (c) Childcare and eldercare, as appropriate;
- (d) Training in conducting meetings, negotiation skills, etc.

#### **JOINT RESPONSIBILITIES of the CFAC and Governing Board/LME:**

- Work together to achieve the responsibilities outlined in the State Plan and LBP;
- Work together to identify and develop service resources that lead to a comprehensive, friendly and equitable system of services and supports;
- Work jointly to develop action plans regarding any issues/concerns with the core functions of the LME;
- Delineate a process of dispute resolution (specify);
- Determine the level of professional staff participation necessary to ensure support but not control of the CFAC;
- Approve by-laws and operational procedures that will support the self-directed functioning of the CFAC;
- Work together to ensure that the committee membership remains viable and is representative of all disability groups and reflects the racial, gender, and geographic differences in the catchment area.

#### **DHHS:**

- Maintain a relationship with all (CFAC, LME and Governing Board) parties to ensure that there are open lines of communication and act as a resource regarding the implementation of the reform effort;
- Assign the Chief of the Advocacy and Customer Services Section in the Division of Mental Health, Developmental Disabilities and Substance Abuse Services to act as the DHHS contact for the CFAC to:
  - (1) Provide or ensure the availability of technical assistance to both parties;
  - (2) Facilitate the resolution of issues involving the board and the CFAC when other avenues of resolution have not been successful.

#### **TERMINATION**

This Agreement may be terminated, in whole or in part, by mutual written consent of all parties or by any signing party, for cause upon 90 days written notice to the other parties and the DHHS.

#### **Signatures**

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CFAC Chairperson

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Date

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Governing Board Chairperson [or designee]

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Date

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Division of MH/DD/SAS  
Chief of Advocacy and Customer Services

Date

**NOTE TO PERSONS ASSEMBLING AGREEMENT:**

1. *Signatures must appear on a page with at least the last sentence of the agreement, not on a separate, detached page.*
2. *Delete all instructions in red italic.*
3. *This document contains the essential elements of the arrangement between the Governing Board and CFAC. The document may be amended only if the additions do not detract from these essential elements.*